

# Terms and Conditions

## Article 1 About

Your Property Leads, part of Your Property Abroad, is located at Meeuwenlaan 65H, 1021 HV Amsterdam.

The address of our website is [www.yourpropertyleads.com](http://www.yourpropertyleads.com)  
Gary Boland is the owner of Your Property Leads

You can reach Your Property Leads in the following ways:

- Email : [contact@yourpropertyleads.com](mailto:contact@yourpropertyleads.com)
- By phone : +31-6-18472480
- Facebook : <https://www.facebook.com/yourpropertyleads/>
- Instagram : <https://www.instagram.com/yourpropertyleads/>
- Via the contact form on our website.

Your Property Leads offers the following services:

- Listing of Properties via XML feed on property portal [yourpropertyabroad.com](http://yourpropertyabroad.com);
- Online marketing and paid advertising on organic and paid channels;
- Lead generation for real estate agents through our property portal [yourpropertyabroad.com](http://yourpropertyabroad.com);

Chamber of Commerce number: 71011366

## Article 2 Definitions

We would like to explain some definitions to you that occur more often in our terms and conditions, offers and agreements.

With the terms ***we, us and our***, we mean:

- Your Property Leads, as described in article 1 of these terms and conditions. We are the ***user/owner*** of these terms and conditions and/or;
- The third party(ies) hired and/or appointed by Your Property Leads

When we talk about ***you and your***, we mean the other party, the legal person or the natural person in the performance of a profession or undertaking, to whom Your Property Leads makes an offer and/or with whom Your Property Leads has concluded or wishes to conclude an agreement.

With ***parties***, we mean you and us together.

A ***day*** means a calendar day and not a working day.

***Written*** is on paper and/or by email/contact form.

An ***offer*** includes all offers and/or quotations in the broadest sense of the word.

## Article 3 Applicability

These general terms and conditions apply to all our offers, as well as to all agreements that we conclude with you, as well as to our invoices. These general terms and conditions also apply in the event of additional work or a follow-up assignment. We will provide you with these conditions together with our offer and before the agreement will be concluded.

Deviation from these terms and conditions is only possible if the parties explicitly agree in writing. If the parties agree, the deviation only applies to the agreement for which the deviation has been agreed. You cannot invoke this deviation in other (future) agreements with us.

We may unilaterally amend or supplement these general terms and conditions. We are always allowed to make amendments and/or additions, small in nature and/or of minor importance. Parties will discuss in advance amendments and/or additions, large in nature and/or demonstrably to your disadvantage.

Your (general) terms and conditions do not apply to agreements that you conclude with us.

Our general terms and conditions also apply if (the services of) third parties are used for the execution of the agreement.

If one or more provisions of these general terms and conditions are at any time partially or wholly void or annulled, the remaining provisions will remain fully applicable. The parties will consult to agree on new provisions to replace the voided or annulled provisions.

In case we do not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof no longer apply or that we would in any way lose the right to ensure strict compliance with the provisions of these terms and conditions in other cases.

#### **Article 4 Our offer**

You can express your interest via our website by registering via the contact form or by sending an email to us.

If we will not process your application, we will inform you about this. In that case, we have no obligation to give you a reason for refusing your application.

In case we schedule an online meeting with you, the purpose of this meeting is to investigate whether and if so, what services you prefer and we can offer you. This meeting is for acquaintance in principle without any obligation and free of charge. You therefore can not derive any rights from (the content of) this meeting.

On our website you will find a large part of our offer. An offer is always provided with all the necessary (detailed) information, so that you know exactly what you are opting for and what you are paying for.

If we create a customized offer for you, we will base it on the information you provide us. If (extra) conditions are attached to an offer, we will explicitly state this in the offer.

All offers are nonbinding, unless explicitly agreed otherwise in writing.

A composite offer does not oblige us to provide only part of the offer, if you accept only part of it. A composite offer is an offer in which we offer you a combination of several services and/or products.

If there is an obvious error or an obvious mistake in our offer, we are not bound by this.

#### **Article 5 Agreement and duration**

An agreement is only concluded:

- at the moment you accepted and confirmed our offer and our general terms and conditions and;
- if applicable, you complied with the set conditions;
- unless we withdraw our offer within 5 days of your acceptance.

The conclusion of an agreement entails a payment obligation for you.

Fixed-term agreements cannot be terminated prematurely. Unless expressly agreed otherwise in writing, fixed-term agreements are tacitly renewed. After the expiry of the agreed period, the fixed-term agreement will automatically be converted into an agreement of indefinite period of time, unless you inform us in writing, by sending an email to [contact@yourpropertyleads.com](mailto:contact@yourpropertyleads.com), at least one (1) month before the end of the initial agreement that you do not wish to continue the agreement.

Agreements for an indefinite period of time shall end by written notice by sending us an email to [contact@yourpropertyleads.com](mailto:contact@yourpropertyleads.com), whereby the parties take into account a notice period of one (1) month.

#### **Article 6 Changes and additional work**

Any amendment to an agreement is treated as a supplement to the existing agreement. We also have the right to refuse the amendment. If we accept the amendment, we will inform you in advance about the costs that we will charge extra for this. In case you disagree with the price/the additional work to be performed, the original agreement will be completed as much as possible and the price agreed for that agreement will be charged to you.

Additional work can arise:

- due to certain circumstances or facts that were not known at the time of the conclusion of the agreement;
- because you did not provide all the information or did not provide it on time;
- because the parties agreed on an amendment/addition to the existing agreement;
- you wish to purchase additional or additional services.

Additional work will be charged on the basis of the applicable fee/(hourly) rate, unless we make other arrangements with you.

#### **Article 7 Our website and adjustment of your presentation on our website**

We will make every effort to make our website continuously available, but we cannot guarantee that the website will be continuously available.

We have the right to make changes and/or improvements to (the content of) the website at any time. If this leads to a (temporary) limitation of core functions of the website, we will inform you about this in advance, unless there are circumstances that prevent this and/or if this is technically not possible. In any case, you cannot claim any compensation and/or refund.

If (the change(s) in) the information that you wish to publish or published goes against our company vision, against our principles, is contrary to the law and/or can be experienced as offensive, then we have the right not to post and/or to remove the information/post and/or not to implement the change(s). We will inform you about this in time. Refusing to post information, removing it and/or not implementing changes at your request does not constitute a defect in the agreement. You are also not entitled to receive any compensation

#### **Article 8 Execution of the agreement, delivery and guarantee**

We execute the agreement in accordance with the requirements of good craftsmanship, while retaining the freedom to interpret this according to our own expertise.

We execute the agreement on behalf of you(r) (company). Third parties cannot derive any rights from (the content of) the agreement, under any name or title whatsoever.

If parties agree to certain execution and/or delivery terms, these terms are always indicative.

A term also begins to run:

- at the moment we have received all information necessary for the execution of the agreement and/or;
- if the parties have agreed so, we have received your (down) payment on our account and/or;
- you have complied with (any) other conditions.

Until that moment, we have the right to suspend the execution of the agreement. We have the right to charge you for any costs incurred as a result of this.

We have a 'best efforts and a delivery' obligation as well. We can therefore not guarantee that our services thereof will meet your expectations and/or will lead to certain results. After all, an expectation is personal and tastes may

differ. In addition, achieving a certain result depends on various factors, including your (own) effort. You are therefore not entitled to any (damage) compensation if we do not meet your (result) expectation(s).

We may use (the services of) third parties in the execution of the agreement, without prejudice to our responsibility for the confidential treatment and proper execution of the agreement. The application of Articles 7:404 of the Dutch Civil Code (BW) and 7:407 paragraph 2 of the Dutch Civil Code (BW) and 7:409 of the Dutch Civil Code (BW) is excluded.

If it is necessary for the execution of the agreement, we will maintain contact with third parties affiliated with you. However, we are never liable for any act and/or omission by these third parties.

#### **Article 9 Prices and payment**

Unless expressly stated otherwise, all prices are:

- exclusive VAT;
- excluding any other government levies;
- exclusive any costs that we have to incur (extra) when executing the agreement.

We have the right to adjust our prices (in the interim).

You will receive our invoices digitally.

Invoices related to fixed-term agreements are fully paid in advance by you and in accordance with the agreed period.

Invoices related to indefinite-term agreements will be billed on a monthly basis, (upfront payment). These payments will be collected by direct debit for which we receive your explicit written permission. If you cancel your direct debit collection, you must inform us in time.

In principle, unless we have attached other conditions to this, we apply a payment term of thirty (30) days.

If you do not pay on time, not at all or not fully, we will point this out to you. Then you will be given another 14 days to meet your payment obligation. If you still have not paid, after the expiry of those 14 days you will owe us the statutory interest on the outstanding amount until you pay the amount after all. We will also charge you for the extrajudicial collection costs incurred by us. These collection costs are set at a minimum of 15% of the total invoice, including VAT.

Non-payment may result in us stopping to perform our services for you and/or in case of an online presentation, taking the presentation offline, temporarily or permanently. In this case you have no right to any refund or compensation.

#### **Article 10 Intellectual property right(s)**

Intellectual property right is a collective term for rights that rest on a work. They protect the person who created the work against the use, copying or exploitation of that work by others without the creator's permission.

All intellectual property rights that belonged to you and/or third parties before the conclusion of this agreement will remain with you and/or third parties.

All intellectual property rights arising from the agreement, belong to us and/or our licensors. This also applies to concepts and/or proposals that have not been implemented and also to free giveaways. All intellectual- and industrial property rights with regard to but not limited to the website and all materials made available belong to us.

Without our explicit and written consent, you or on your behalf, may not reproduce, multiply (art.1 jo.12 AW), publish (art.1 jo.13 AW), edit and/or change anything of our company and/or our appointed third parties. In addition, you may not remove and/or change any indication relating to brands, trade names, copyright or other rights.

Furthermore, a work may not be transferred to a third party without our written consent.

If you instruct us to use certain data, documents, materials and/or information, among others but not limited to real estate photography and video which will be included in your property feeds, it is your responsibility to ensure that you always have a valid license to use them. The conduct of research by us into the existence of possible intellectual property rights, is not part of the agreement. It is and remains your responsibility to ensure that you always have a valid license to use it.

We have the right, unless the work is not suitable for this, to have our (company) name mentioned on or near the work or to remove it or have it removed. We may also use the work, with the exception of any confidential information or the name of the client, for our own (promotional) purposes, including website, portfolio and social media, unless expressly agreed otherwise in writing.

For each infringement of one of our rights, we have the right to claim an immediately due and payable fine of €5.000 (in words: five thousand euros), whereby we do not lose the right to compensation for any other damage suffered, including direct and indirect damage as well as the actual judicial and extrajudicial costs.

#### **Article 11 Suspension, termination and cancellation of the agreement**

We have the right to suspend or terminate the agreement with immediate effect if:

- you do not, not fully or not timely fulfill your obligations under the agreement;
- after concluding the agreement, we have become aware of circumstances as a result of which we have good grounds to fear that you will not comply with your obligations;
- due to a delay on your part, we can no longer be expected to fulfill the agreement under the originally agreed conditions;
- if circumstances arise of such nature that fulfillment of the agreement is impossible.

If we can attribute the suspension or termination to you, we have the right to recover from you any damage/loss we suffer as a result. In this case, any claims from us against you are immediately due and payable.

In the event of liquidation, an (application for) suspension of payments or bankruptcy, attachment on your side or if you are designated for debt rescheduling, or if you can no longer freely dispose of your assets, then you are free to terminate the agreement immediately and with immediate effect. In that case, we do not owe you any compensation for damages. Any claims we may have on you will become immediately due and payable in the aforementioned situations.

To terminate a fixed-term agreement, you may send us an email after concluding the agreement to [contact@yourpropertyleads.com](mailto:contact@yourpropertyleads.com). If you insist that we no longer perform our services at a time when the term of the agreement has not yet expired, we will respect that. However, your payment obligation remains for the full amount as agreed.

Termination of an agreement for an indefinite period is done in writing by sending an email to [contact@yourpropertyleads.com](mailto:contact@yourpropertyleads.com), taking into account a notice period of one (1) month. During this month, you will continue to use the usual services or we will receive compensation from you. This compensation will be calculated on the basis of the average of your invoices from the past three months for those service(s) that you are terminating.

#### **Article 12 Liability and indemnification**

We are only liable if and insofar as stated in these general terms and conditions and in this article.

We are only liable for an attributable failure in the performance of the agreement, if you give us immediate, proper and written notice of default, grant us a reasonable term to remedy the attributable failure and we are still in attributable breach of contract after that reasonable period has expired. .

We are never liable for:

- your errors and/or shortcomings in the information, (address) data that you have prescribed or provided to us;
- misunderstandings, errors or shortcomings with regard to the execution of the agreement, if these are caused by your actions and/or omissions;
- errors or shortcomings of third parties engaged by or on behalf of you;
- damage caused by third parties and/or external factors;
- certain (disappointing) results and/or expectations of you, after all, we have a best efforts obligation;

With the exception of cases of intent or willful recklessness on our part, liability for damage is limited to the agreed price under this agreement.

We are only liable for direct damages attributable to us. Liability for indirect damages, including but not limited to consequential damages, is excluded.

Any form of liability expires, 6 months after the damaging event.

We cannot be held liable for damage for which you are insured.

You indemnify us against all claims by and from third parties, including the (reasonable) costs of legal assistance, which in any way result from the agreement between you and us, except for intent or gross negligence on our part.

If damage occurs to us/our company, a third party hired by us and/or to our/their equipment, due to your actions and/or omissions or the actions of someone belonging to you/your company, such damage will be recovered from you.

Shortcomings in the fulfillment of the agreement cannot be attributed to us, if they are not due to our fault, nor are they for our account under the law, the agreement or generally accepted practice (force majeure).

#### **Article 13 Force majeure**

In the event of force majeure on our side, we have the possibility to temporarily suspend the execution of the agreement. If the force majeure on our side lasts longer than two (2) months, the parties have the right to terminate the agreement. We will inform you about this in good time and in writing. In the event of force majeure, however, we do not owe you any (additional) compensation or damage compensation. We do retain the right to charge you for services/products already supplied.

By force majeure as referred to in this article, we mean in any case unforeseen circumstances, including those of an economic or technical nature, that have arisen through no fault of our own and over which we have little or no influence to change the situation or have it changed.

#### **Article 14 Confidentiality**

If, during the execution of the agreement, the parties become aware of certain information of the other party which they (reasonably) know or can be expected to know is of a confidential nature, they will not disclose this information to third parties in any way. An exception to this applies when a statutory regulation or court decision requires disclosure.

We reserve the right to use the knowledge gained through the execution of the agreement for the benefit of other customers. In doing so, we will never share your confidential information with third parties.

The obligation of confidentiality continues after termination of the agreement for as long as the party who provided the information can claim the confidential nature of the information.

The obligation of confidentiality also applies to employees and any third parties engaged by each party.

We may use the result of the agreement for promotional purposes. However, no confidential information will be shared in doing so.

#### **Article 15 Complaints**

Should you have a complaint, we naturally regret that. We have a complaints procedure for such cases.

It is your responsibility to report a complaint to us in writing within a reasonable time after you have discovered a defect in the agreement. You must describe your complaint fully and clearly.

Within 14 days after we received your complaint, you will receive our feedback.

You give us at least four (4) weeks to resolve a complaint in mutual consultation with you. If the complaint has not been resolved after this period of four weeks, a dispute arises.

#### **Article 16 Privacy Policy**

Your privacy is very important to us and we therefore handle your data with care. You can read in our privacy statement on our website, in which way we handle this.

#### **Article 17 Disputes**

On agreements between you and us, to which these general terms and conditions apply, only Dutch law applies. In the event of a dispute, the parties will do their utmost to reach a mutual solution. If this does not succeed, the dispute will be submitted to the competent court in the district where we are located, unless the law provides otherwise.

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